proceeding initiated after the assignment and loan, had rendered the assignment thereafter ineffective. *Held,* the assignment was not rendered unenforceable by the discharge, the lien created by such transaction survives the bankruptcy proceeding. *Monarch Discount Co.* v. *Chesapeake & O. Ry Co.,* (Ill., 1918) 120 N. E. 743.

In its conclusion the court is supported by an earlier Illinois case, *Mallin* v. *Wenham,* 209 Ill. 252, and *Citizens Loan Ass'n* v. *Boston & Maine R. Co.,* 196 Mass. 528, 14 L. R. A. (N. S.) 1025. In *Leitch* v. *Northern Pacific Railway Co.,* 95 Minn. 35, it was held that the assignment of wages to be earned created no lien, therefore there was nothing to survive the discharge of the principal obligation. In *Levi* v. *Loevenhart & Co.,* 138 Ky. 133, an order by an employee by his employer to pay out of his wages each week a certain sum to a creditor was held valid only "so long as the indebtedness to plaintiff remained unsatisfied," and that since the debt upon which the payments were to apply was discharged by the employee's discharge in bankruptcy the order had spent its force at that time. Discharge in bankruptcy was deemed equivalent to payment. In several cases District Courts have held such wages earned after the bankruptcy were released from all claim by the assignee, the usual ground for the conclusion being that until the wages were earned there could be no lien, hence none was preserved. *In re West,* 128 Fed. 205; *In re Home Discount Co.,* 147 Fed. 538; *In re Karns,* 148 Fed. 143; *In re Ludeke,* 171 Fed. 292; *In re Lineberry,* 183 Fed. 338.

CONTRACTS—THIRD PARTY BENEFICIARY.—Upon a promise by defendant's testate to make a certain provision in his will for his wife's niece the wife signed a will in which the bulk of her property, a house and lot, was devised to the promisor for life, remainder over to a certain society. The promisor died without having made any provision as agreed upon, and the niece brought suit on the promise, claiming in damages the value of the house which her aunt had intended should go to her. *Held,* (HISCOCK, C. J. and COLLIN and ANDERSON, J. J. dissenting) plaintiff could maintain the action. *Seaver* v. *Ransom,* (N. Y. 1918) 120 N. E. 639.

At the outset the court, speaking through POUND, J., declared that defendant's testate was not a trustee—"Beman was bound by his promise, but no property was bound by it; no trust in plaintiff's favor can be spelled out." In the very last sentence of the opinion, after discussing the doctrine of *Lawrence* v. *Fox,* 20 N. Y. 268, and the later New York cases applying that doctrine, the court said: "The equities are with the plaintiff, and they may be enforced in this action, whether it be regarded as an action for damages or an action for specific performance to convert the defendants into trustees for plaintiff's benefit under the agreement." In the reaction against *Lawrence* v. *Fox* limitations were placed upon the doctrine allowing third parties to sue that were illogical and in many respects unfortunate. If an action by a third party—creditor is to be allowed, it would seem *a fortiori* that the same privilege should be extended to a donee—beneficiary, for in this class of cases the resulting difficulties in denying the action are palpably greater than in the former class. The New York Court, however, announced the doctrine that the

third party could not sue unless the promisee owed the third party beneficiary some "legal or equitable duty" which would be satisfied by performance of the promise. *Durnherr* v. *Rau,* 135 N. Y. 219. This would seem to eliminate donee—beneficiary. However, the existence of a *moral* duty was deemed sufficient. *Buchanan* v. *Tilden,* 158 N. Y. 109. Even though such duty would not be *satisfied* by performance. In the principal case POUND, J., said he could not "reconcile a decision in favor of the wife in *Buchanan* v. *Tilden,* based on the moral obligations arising out of near relationship, with a decision against the niece here on the ground that the relationship is too remote for equity's ken." Apparently the New York court is nearly prepared to say that if one thinks enough of another to make a gift there is sufficient "moral obligation" to bring the case within the rule. That of course would be equivalent to recognizing that the requirement of any sort of "obligation" in these cases is out of place. See 15 HARV. L. REV. 767; 27 YALE L. JOUR. 1008.

CORPORATIONS:—POWER OF ATTORNEY TO SELL SHARES LIMITED TO ONE STATE, INCLUDING POWER TO SELL SHARES IN A CORPORATION INCORPORATED IN ANOTHER STATE, OWNING PROPERTY IN THE FORMER STATE.—Plaintiff was the beneficial owner of shares in a corporation incorporated in Maine, to own and operate mines in Nevada, with offices in Boston, Massachusetts. Plaintiff and N had originally owned the mining property which had been transferred by them to the corporation in exchange for part of its stock, which, with other parts, was put in trust with B under a pooling agreement. The company became financially embarrassed and a controversy arose between plaintiff, N, and the company as to whether the mining property might not revert to N and the plaintiff. The mining operations had been practically suspended, and plaintiff had gone to Calgary, Alberta; N had brought suit against the company in his own name, and had had a conference with the attorney of the company looking to a settlement of his and the plaintiff's claims against it. Plaintiff was notified by N of the situation and under these circumstances plaintiff gave N a power of attorney to demand and receive sums due plaintiff "for or in respect of any shares, stock, or interest, which I may now or hereafter hold in any corporation," and "to sell and absolutely dispose of such shares," and "to act in relation to my estate and effects, real and personal" as fully as if personally present myself, but "this power of attorney to cover the state of Nevada only." N, under this power, sold plaintiff's interest in his shares in this Maine corporation, and plaintiff brings his bill to have the shares returned to him, on the ground the shares were not located in Nevada. *Held*: bill dismissed. *Warner* v. *Brown,* (Mass. 1918), 121 N. E. 69.

The court, by RUGG, C. J., says that the limitation in the power of attorney indicates that it "is to be exercised as to property either physically located within that state or deriving its value from ownership of property physically located" therein. The court recognizes that generally, the property of the shareholder in his shares is distinct from the property of the corporation, and the *situs* of shares is at the residence of the owner, or at the domicile of the corporation, yet in a remote sense a certificate of stock is "an interest in the